

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 72			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTNH22-08-R-00106		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/20/2008		6. REQUISITION/PURCHASE NUMBER 08-04281	
7. ISSUED BY Office Of Acquisition Management DOT/NHTSA/NPO-320 1200 New Jersey Avenue, SE Washington, DC 20590		CODE NPO-320		8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in NHTSA until 1400 ES local time 06/23/2008 (Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Chelly Johnson-Jones	202	366-1943		chelly.johnson-jones@dot.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
CODE		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Earnest Jenkins		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Testing of Advanced Technologies on Passenger Vehicles Please send Proposals to: Chelly Johnson-Jones DOT/NHTSA/NPO-320 Office of Acquisition Management 1200 New Jersey Avenue, W51-115 Washington, DC 20590 Phone: 202-366-1943 Fax: 202-366-9555 e-mail: chelly.johnson-jones@dot.gov				

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES, AND PRICES/COST

B.1 SUPPLIES/SERVICES

- a. The Contractor shall furnish the necessary qualified personnel, facilities, materials, supplies, equipment and services to perform the work as set forth herein, on an as required basis, in accordance with Contract Section C, *Description/Specifications/Work Statement*, and other terms and conditions of the contract. All support services provided to the Government shall be performed by the Contractor's employees or personnel otherwise retained by the Contractor to fulfill specific work requirements of this contract.
- b. This is an Indefinite Delivery/Indefinite Quantity (IDIQ), Firm Fixed Price Contract, with a Cost Reimbursement component for vehicle rent or lease under this contract, the Government will issue Delivery Orders for Tests and Vehicle leases or purchases will be paid on a cost reimbursement basis.
- c. The total not-to-exceed contract ceiling amount for the Base Year and Option Periods is: TBD at award.

B.2 MINIMUM/MAXIMUM OBLIGATIONS

- Minimum obligation – The Government guarantees a minimum of one test during the Base Year and Option Years.
- Maximum obligation – The Contractor shall be obligated to provide services and support up to the 50 tests for each year of the contract which includes the Base and Option Years.

B.3 CONTRACT PRICES

- The following Testing prices shall apply for payment purposes. **Prices for the base period are in effect for Twelve (12) consecutive months following the effective date of the contract.**
- Services cited in Section B.4 Price Schedule shall be billed at rates cited in the awarded Delivery Order. Delivery order prices shall be those in effect at the time the Delivery Order is awarded.
- Upon delivery and acceptance of supplies and services described in Section C, Statement of Work (SOW) the Government will pay the contractor the fixed prices set forth in the applicable Delivery Order.

B.4 PRICE SCHEDULE

B.4.1 PRICE SCHEDULE – BASE PERIOD

ADVANCED TECHNOLOGIES OF PASSENGER VEHICLES

From Contract Award through **Twelve (12) months thereafter - BASE PERIOD**

BASE YEAR – TOTAL CEILING AMOUNT_____

Contract Line Items (CLINs)	Test Item	Quantity of Tests (Per Order)	Fixed Unit Price
0001	Lane Departure Warning Confirmation Test	1-15	
		16-30	
		31-50	
0002	Forward Crash Warning System Confirmation Test	1-15	
		16-30	
		31-50	
0003	Electronic Stability Control Confirmation Test	1-15	
		16-30	
		31-50	
0004	Vehicle Lease or Rent (Service Charge per vehicle)*		
0005	Lease or Rental Cost of Vehicle**		

** Vehicle Lease or Rent (Service Charge Per Vehicle) is the firm-fixed price paid to the contractor for its administrative costs associated with securing each test vehicle through lease or rent.*

*** Lease or Rent Cost of Vehicle is the actual cost paid by the contractor to another party to rent or lease a test vehicle. This amount will be established at time of Delivery Order award and shall remain fixed for the duration of the Delivery Order.*

**B.4.2 PRICE SCHEDULE – OPTION PERIOD 1 - TWENTY FOUR (24) MONTHS
OPTION PERIOD 1 – YEAR 1**

From the end of Base Year though **Twelve (12) months thereafter**

OPTION PERIOD 1 – YEAR 1 - TOTAL CEILING AMOUNT_____

Contract Line Items (CLINs)	Test Item	Quantity of Tests (Per Order)	Fixed Unit Price
1001	Lane Departure Warning Confirmation Test	1-15	
		16-30	
		31-50	
1002	Forward Crash Warning System Confirmation Test	1-15	
		16-30	
		31-50	
1003	Electronic Stability Control Confirmation Test	1-15	
		16-30	
		31-50	
1004	Vehicle Lease or Rent (Service Charge per vehicle)*		
1005	Lease or Rental Cost of Vehicle**		

** Vehicle Lease or Rent (Service Charge Per Vehicle) is the firm-fixed price paid to the contractor for its administrative costs associated with securing each test vehicle through lease or rent.*

***Lease or Rent Cost of Vehicle is the actual cost paid by the contractor to another party to rent or lease a test vehicle. This amount will be established at time of Delivery Order award and shall remain fixed for the duration of the Delivery Order.*

B.4.3 PRICE SCHEDULE – OPTION PERIOD 1 – YEAR 2

From the end of Option Period 1 - Year 1 through **Twelve (12) months thereafter**

OPTION PERIOD 1, YEAR 2 – TOTAL CEILING AMOUNT_____

Contract Line Items (CLINs)	Test Item	Quantity of Tests (Per Order)	Fixed Unit Price
2001	Lane Departure Warning Confirmation Test	1-15	
		16-30	
		31-50	
2002	Forward Crash Warning System Confirmation Test	1-15	
		16-30	
		31-50	
2003	Electronic Stability Control Confirmation Test	1-15	
		16-30	
		31-50	
2004	Vehicle Lease or Rent (Service Charge per vehicle)*		
2005	Lease or Rental Cost of Vehicle**		

** Vehicle Lease or Rent (Service Charge Per Vehicle) is the firm-fixed price paid to the contractor for its administrative costs associated with securing each test vehicle through lease or rent.*

***Lease or Rent Cost of Vehicle is the actual cost paid by the contractor to another party to rent or lease a test vehicle. This amount will be established at time of Delivery Order award and shall remain fixed for the duration of the Delivery Order*

**B.4.4 PRICE SCHEDULE – OPTION YEAR 2 - TWENTY FOUR (24) MONTHS
OPTION PERIOD 2 – YEAR 1**

From the end of Option Period 1 – Year 2 though **Twelve (12) months thereafter**

OPTION PERIOD 2, YEAR 1 – TOTAL CEILING AMOUNT_____

Contract Line Items (CLINs)	Test Item	Quantity of Tests (Per Order)	Fixed Unit Price
3001	Lane Departure Warning Confirmation Test	1-15	
		16-30	
		31-50	
3002	Forward Crash Warning System Confirmation Test	1-15	
		16-30	
		31-50	
3003	Electronic Stability Control Confirmation Test	1-15	
		16-30	
		31-50	
3004	Vehicle Lease or Rent (Service Charge per vehicle)*		
3005	Lease or Rental Cost of Vehicle**		

** Vehicle Lease or Rent (Service Charge Per Vehicle) is the firm-fixed price paid to the contractor for its administrative costs associated with securing each test vehicle through lease or rent.*

***Lease or Rent Cost of Vehicle is the actual cost paid by the contractor to another party to rent or lease a test vehicle. This amount will be established at time of Delivery Order award and shall remain fixed for the duration of the Delivery Order*

**B.4.5 PRICE SCHEDULE – OPTION PERIOD 2 - TWENTY FOUR (24) MONTHS
OPTION PERIOD 2 – YEAR 2**

From the end of Option Period 2 - Year 1 through **Twelve (12) months thereafter**

OPTION PERIOD 2, YEAR 2 – TOTAL CEILING AMOUNT

Contract Line Items (CLINs)	Test Item	Quantity of Tests (Per Order)	Fixed Unit Price
4001	Lane Departure Warning Confirmation Test	1-15	
		16-30	
		31-50	
4002	Forward Crash Warning System Confirmation Test	1-15	
		16-30	
		31-50	
4003	Electronic Stability Control Confirmation Test	1-15	
		16-30	
		31-50	
4004	Vehicle Lease or Rent (Service Charge per vehicle)*		
4005	Lease or Rental Cost of Vehicle**		

** Vehicle Lease or Rent (Service Charge Per Vehicle) is the firm-fixed price paid to the contractor for its administrative costs associated with securing each test vehicle through lease or rent.*

***Lease or Rent Cost of Vehicle is the actual cost paid by the contractor to another party to rent or lease a test vehicle. This amount will be established at time of Delivery Order award and shall remain fixed for the duration of the Delivery Order*

SECTION C – DESCRIPTION, SPECIFICATIONS, WORK STATEMENT

C.1 BACKGROUND

Various advanced technologies have been developed and are beginning to be offered in the current vehicle fleet. Some of these technologies have shown effectiveness in reducing the number of relevant crashes in NHTSA-sponsored field operational tests. Safety technologies that have been identified based on technical maturity, fleet availability, and available benefits data are electronic stability control, lane departure warning, and forward collision warning and avoidance. The agency requires validation testing for the presence of these advanced technologies. Results could be used to highlight for consumers whether or not the vehicles have the technology.

As such, the agency will require a contract to perform minimal inspection and performance tests, to confirm that the technologies reported by the vehicle manufacturers conform to minimum levels of performance for each technology. This contract involves testing on Electronic Stability Control (ESC), Forward Crash Warning (FCW), and Lane Departure Warning (LDW).

C.2 OBJECTIVE AND SCOPE

The objective of this contract is to develop information that can be used in confirming the performance of advanced technological systems in new passenger vehicles so that those technologies can be accurately promoted to consumers making new vehicle purchases.

The Contractor shall participate with the COTR in a kick-off meeting via conference call to review the contract details, performance, and deliverables within 14 calendar days after contract award.

C.2.1 General Test Requirements

- a. Testing under this contract shall be performed in accordance with the Test Procedures for ESC (Attachment 1), FCW, (Attachment 2) and LDW (Attachment 3), and any subsequent written clarifications to these test procedures provided by the Government, the contractor must provide year-around testing and data on a Government-directed delivery schedules. In the event of any discrepancy between this contract and the test procedures, the test procedures shall govern.
- b. In testing for Electronic Stability Control, the contractor shall confirm that the equipment that permit individual wheel brake torques, operation during all phases of driving except below 15 km/h or in reverse, or when the antilock brake or traction control system is activated. Next, the contractor shall measure the yaw rate and lateral displacement of the center of gravity of the test vehicle, when subjected to a sine with dwell steering maneuver.

- c. In testing for the Lane Departure Warning, the contractor shall drive the vehicle in a straight line at a constant speed while attempting to maintain the desired entrance speed. The driver shall control the vehicle in a straight line as the vehicle approaches the start gate. The vehicle shall not hit any cones that define the test start gate. Once the vehicle passes the retro-reflective line within the entrance gate; the steering machine shall initiate its program. The driver shall keep a constant speed throughout the maneuver. The test shall be considered complete when the vehicle has completely departed the lane (entire vehicle is over the lane boundary.) The test shall be conducted at two different levels of lateral velocities (low and high), two different roadway geometries (straight and curved), two different departure directions, and three different styles of roadway markings (continuous white lines, discontinuous yellow lines, and raised pavement markers). Each test condition shall be repeated 5 times for a total of 120 trials.
- d. In testing for Forward Crash Warning, the contractor shall measure the ability of the vehicle to detect vehicles in the same lane of travel as the subject vehicle in three separate closing conditions. First the subject vehicle shall approach a stationary vehicle. Next, the subject vehicle shall approach a decelerating vehicle. Thirdly, the subject vehicle shall approach a vehicle moving 25 miles per hour slower than itself. In each of these scenarios, the vehicle should provide pre-crash warnings at specified intervals from the other vehicle.

C.2.2 Facilities

The dynamic testing described and referenced in this statement of work shall be conducted on flat, good quality road surfaces, and properly marked when marking is necessary for the test procedure. Testing may occur on public roads only if the contractor receives advance approval from NHTSA.

C.2.3 Equipment

1. Government Furnished Equipment

There will be no Government Furnished Equipment associated with this contract.

2. Contractor Supplied Equipment

It shall be the responsibility of the contractor to provide any and all equipment required to complete the testing described herein.

3. Annual Schedule of Testing of Vehicles

The contractor shall perform testing according to an annual schedule mutually agreed upon by the Government and contractor at the beginning of each year of the contract.

4. Vehicles to be Tested

The Government shall provide a list of test vehicles with adequate time allotted for the contractor to obtain vehicles and adhere to the Annual Schedule for Testing Vehicles.

5. Additional Requirements

a. Duty to File Reports of Anomalies Promptly

The contractor shall report any apparent vehicle safety anomaly to the Government immediately (within 48 hours) after the first observation the anomaly. A safety anomaly is any unexpected, unanticipated situation or condition that is encountered either in preparing a vehicle or in conducting the testing that raises concerns about the safe operation of the vehicle involved or the safety of vehicle occupants. An example of a safety anomaly that may become apparent in this program is failure of the system being tested or failure of a major mechanical system of the vehicle such as the brakes, wheels, or suspension system. For a sample anomaly report, see Attachment III to this contract.

6. Duty to Limit Those Who Witness Testing

Only contractor personnel, representatives of the Government, and with prior approval from the Government, representatives of vehicle manufacturers and members of the general public shall be allowed to witness testing under this statement of work. Prior to any scheduled vehicle test, the Government shall provide the contractor with a list of the people, if any; it has authorized to witness the test.

C.3. Tasks

C.3.1 Task 1– Obtain Test Vehicles

- a. The contractor shall locate and obtain, (through lease or rent) the test vehicles the Government has indicated will be tested for a model year and to schedule the receipt of the test vehicles so that testing will occur according to the schedule mutually agreed upon by the contractor and the Government. The contractor shall be responsible for all aspects of the acquisition and possession of test vehicles and for all expenses related thereto. Under no circumstances shall the contractor obtain a vehicle directly from the manufacturer unless specifically approved by NHTSA. The contractor shall obtain one of each of the vehicle makes/models selected by the Government for testing.

- b. Each vehicle shall be new or in as-new condition, which shall mean the vehicle has been driven no more than 500 miles prior to the start of testing under this contract. Vehicles used for testing and data gathering under this contract shall continue to be considered new or in as-new condition for the duration of testing conducted provided that they had been driven less than 500 miles when testing began and they are reconditioned according to the applicable test procedure as testing is conducted.
- c. After obtaining a test vehicle, the contractor shall retain that vehicle for the length of time sufficient to complete the applicable testing, data gathering, reporting, and submission of deliverables required under this statement of work for that vehicle. Upon acceptance of all reports and other deliverables required under this statement of work for a specific vehicle, and upon a determination that no additional testing is required, the Government will notify the contractor that no additional testing will be required on the vehicle. Upon being so notified by the Government, the contractor may dispose of the vehicle by returning it to the owner from whom it was rented or leased.
- d. The length of time required to retain a specific vehicle may vary as a result of a number of factors including whether or not the test results for the vehicle are challenged by the vehicle's manufacturer.
- e. The government will reimburse the contractor for the cost of leasing or renting the test vehicle plus the fixed price established in the Price Schedules (Section B.4 of this contract) and applicable to the established vehicle lease/rent service charge.

C.3.2 Task 3 –Return of Test Vehicles

Upon the Government's notification to the contractor that the test vehicle is no longer needed, the contractor may terminate the rental or lease agreement and return the vehicle to its owner. In doing so, the contractor shall consider any costs associated with early termination of lease or rent and ensure that if early termination charges apply, those charges are minimized as much as possible.

C.3.3 Task5 – Preparation of Each Vehicle for Testing

- a. The contractor shall assure that the test vehicles comply with the requirements of the specified test Procedure.
- b. The contractor shall install testing equipment and sensors in each vehicle as described in the test procedures taking care not to damage or make permanent alterations to that vehicle.

C.3.4 Task 6 – Perform Setup and Calibration Tests

For each test vehicle, the contractor shall perform any necessary pre-test driving maneuvers and equipment calibration, as specified in the appropriate test procedures.

C.3.5 Task 7 – Perform the Vehicle Test Maneuvers for Each Test Vehicle, Gather Data

The contractor shall perform and record the results of each test in accordance with the applicable test procedures.

C.3.6 Task 8 – Environmental Tests

The contractor shall prepare for and accomplish all environmental test specified in the test procedure. This shall include, but not be limited to temperature, wind speed and any documentation of the condition of the test surface or test equipment.

C.3.7 Task 9 – Prepare and Submit Deliverables

The contractor shall prepare and submit to the Government the deliverables as described in the “Deliverables” section of this contract.

SECTION D - PACKAGING AND MARKING

Preservation, packaging, and packing of all shipments or mailing of all work delivered under this contract shall be done in accordance with good commercial practices and to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

To the maximum extent practical, the contractor shall transmit all contract deliverables electronically (e-mail) as specified in Section F.3, Deliverables, of this contract. Unless specifically exempted by the Contracting Officer, all other deliverables, including deliverables which are required in hardcopy format or electronically stored onto compact disc (CD), shall be sent to the "Place of Delivery", as specified in Section F.3, via Federal Express (Ground), UPS (Ground), or equivalent commercial carrier.

Due to increase security concerns within the Washington DC area, deliverables sent via US Postal Service can be delayed and, as part of the screening process, may be damaged. For this reason, the US Postal Service should not be used to transmit deliverables.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates the following Federal Acquisition Regulation (48 CFR Chapter 1) clauses (as indicated by an "X") by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

www.arnet.gov/far/

NOTE: Clauses incorporated by reference are indicated by an "x"

- | | | |
|----------|-----------|---|
| <u>X</u> | 52.246-4 | Inspection of Services – Fixed Price (AUG 1996) |
| <u>X</u> | 52.246-16 | Responsibility for Supplies (APR 1984) |

E.2 INSPECTION AND/OR ACCEPTANCE

The Contracting Officer's Technical Representative (COTR), as designated in the resultant contract, shall be responsible for performing the inspection of all supplies or services rendered under the resultant contract and for recommending acceptance or replacement/correction of services or materials that fail to meet the contract requirements to the Contracting Officer

Rejection of a deliverable will delay payment due and may be grounds for terminating this contract for default.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far

Note: Clauses incorporated by reference are indicated by an “x”

 x 52.242-15 Stop Work Order (AUG 1989)

 x 52.247-35 F.O.B. Destination within Consignee's Premises (APR 1984)

F.2 **DEFINITIONS**

As used in this contract, the following acronyms and definitions apply:

- ***Consumable Supplies*** is the supplies for each of the vehicles to be tested. These supplies may include, but not be limited to gasoline, motor oil, water, tape, labeling material, and recording media.
- **“Day”** As used in this Section F, and other sections of this RFP, unless otherwise noted, the term refers to a calendar day.
- ***Vehicle lease or rent*** is the firm-fixed price paid to the contractor for its administrative costs associated with securing each test vehicle through lease or rent.
- ***Vehicle Lease or rent (cost of vehicle)*** is the actual cost paid by the contractor to another party to rent or lease a test vehicle. This amount will be established at time of Delivery Order award and shall remain fixed of the duration of the Delivery Order.
- ***Shipment and delivery costs:*** Cost incurred by the contractor in transporting and delivering the vehicle to the designated testing facility. These costs will be fixed at the time of Delivery Order award.

F.3 **Period of Performance**

All work required hereunder including preparation, submission, review, and acceptance of final reports shall be completed within twelve (12) months after the effective date of the contract. This contract also includes a provision whereby the Government has the right to exercise up to two (2) two-year option periods, making the total, possible period of performance five (5) years. [See Section H.2 "Option to Extend the Term of the Contract".]

F.4 DELIVERABLES

a. Delivery Schedule

The deliverable items listed shall be delivered in accordance with the following schedule. As used in the schedule, the term “day” means “calendar day.”

Item Number	Milestones (M) /Deliverables (D)	Due Date	Electronic Copy
1	Kick/Off Meeting (M)	Within 15 days of Contract Award	
2	Acquire, (through lease or rent) test vehicles (M)	First five (5) vehicles within 30 days of contractor’s receipt of list of vehicles to be tested for a model year.	NA
3	Completion of vehicle testing (M)	Within ten (10) days after first vehicle arrives at test facility	NA
4	Delivery of Draft Test Report for each vehicle (D)	Within 5 days of completion of testing of a vehicle	Yes
5	Delivery of Final Test Report for each vehicle (D)	Within 5 days of contractor’s receipt of Government’s required changes to the Draft Test Report for each vehicle	Yes
6	Anomaly Report (D)	Immediately (Within 48 hours) of identifying a safety anomaly.	Yes
7	Return Test Vehicles (M)	See Part C.3.3 of the Statement of Work.	NA
8	Monthly Progress Reports (D)	Within 15 days following the month being reported.	

b. Place Of Delivery For Reports

Deliverables shall be furnished to the following addresses in the number of copies specified:

<u>Item Nos.</u>	<u>Address</u>
4, 5, 6, 8	USDOT/National Highway Traffic Safety Administration Rulemaking – Office of Crash Avoidance, NVS 122, Attention: TBD, COTR 1200 New Jersey Avenue, SE, Washington, DC, 20590
8	DOT/National Highway Traffic Safety Admin Office of Acquisition Management, NPO-320 1200 New Jersey Avenue, SE Washington, D.C. 20590 Attention: <u>Chelly Johnson-Jones, Contract Specialist</u>

F.5 DELIVERABLES

a. Draft Test Report and Supporting Data

For each vehicle tested in accordance with the ESC, FCW, or LDW test procedures, the contractor shall submit a draft test report. Each test report shall be delivered to NHTSA in draft form so that it may be circulated for review and comments within the agency. The agency comments will be forwarded to the contractor so that a final report can be prepared that addresses the agency's comments. Each draft test report shall include information below.

- Information on the vehicle tested shall include:
 1. Year
 2. Make
 3. Model
 4. VIN
 5. Body Style and Trim
 6. Load
 7. Engine Size and Type
 8. Transmission Type
 9. Drive
 10. Doors
 11. Fuel (level)
 12. Optional Equipment
 13. Tire Type
 14. Tire Size
 15. Recommended Inflation Pressure for each of the vehicles' four tires
 16. Actual Tire pressure of each of the vehicle's four tires (pre- and post-testing and for any tire changes)
 17. Wheelbase
 18. Mileage at start of testing
 19. GVWR
 20. GAWR front, and back axle
 21. Curb weight of the vehicle – front, rear and total
 22. Tested weight of the vehicle – front, rear and total
- A brief description of the conditions that existed at the time testing was conducted for the vehicle involved. This shall include the approximate temperature and wind conditions at the time of the testing.
- A verbal description of the work done in preparation for conducting the dynamic testing of a vehicle as well as a description of the dynamic testing that was conducted. This can be brief and may rely heavily on references to the applicable test procedure. The primary purpose of this section of the report will be to have the contractor attest to the fact that the testing that was conducted was done according to the NHTSA test procedure.

- Digital video showing the complete testing of each vehicle. The video shall be divided into any appropriate segments with each segment preceded by text indicating the vehicle year, manufacturer, model, any additional clarifying information (i.e. 4x2 or 4x4), the loading of the vehicle, steering input specification (if applicable), and type test that follow on the video. The video following this basic information shall include a voice over indicating the details of the test, such as speed or test detail that is about to be conducted each time a test at a new test is conducted. If possible, the video shall be made from a tripod mounted video camera that is located so a side view of any significant events can be recorded, and the camera view shall follow the vehicle during its entry into the test area until it completes or exits the appropriate test event area. For vehicle control tests, a forward facing camera inside the vehicle, showing any the roadway and any dash alarms, simultaneously. The camera system shall also record any audio warnings inside the vehicle, related to the vehicle system being tested. The video shall also document any unusual conditions that arise during the testing, such as test failures, vehicle equipment failures or vehicle damage.
- A CD containing the data recorded from each of the sensors.
- Graphs of the data recorded during each run.

b. Final Test Report

- For each vehicle tested, the contractor shall submit a Final Test Report. The Final Test Report shall include any changes submitted to the contractor by the Government based on the Government's review of the Draft Test Report. The Final Test Report shall cover the same subject areas and contain the same elements as those contained in the Draft Test Report.
- Anomaly Report: (Describe what should be in this report or refer to Section C.)
- Monthly Progress Report: Describe what you want to see in a monthly progress report.

F.5 COMPLIANCE WITH REHABILITATION ACT

The Contractor may be required to ensure that electronic documents it prepares will meet the requirements of Section 508 of the Rehabilitation Act. The Rehabilitation Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. When an electronic document developed under this effort has been identified by NHTSA as needing to meet the requirements of Section 508, it is understood that all reasonable costs incurred by the Contractor to meet the requirements for Section 508 compliance will be reimbursed by the Government.

The Contractor should review Section 508 of the Rehabilitation Act (<http://www.accessboard.gov/508.htm>) and the Federal IT Accessibility Initiative (Home Page) (<http://www.section508.gov/>) for further information on these requirements.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 52.232-1 PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if (a) the amount due on the deliveries warrants it; or (b) the Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.2 VOUCHER/PROPER INVOICE REQUIREMENTS

- a. The Contractor shall submit one original invoice to:

**DOT/NHTSA
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-15000
P.O. Box 268911
Oklahoma City, OK 73126**

- b. The following data shall be included in an invoice to be considered proper for payment:

1. Name and address of the contractor.
2. Invoice date and invoice number. The contractor should date invoices as close as possible to the date of the mailing or transmission.
3. Timeframe covered by the invoice.
4. NHTSA Contract number.
5. Delivery Order Number (as applicable)
6. NHTSA Contracting Officer's Name.
7. NHTSA Contract Specialist Name
8. NHTSA Contracting Officer's Technical Representative's name.
9. Description of supplies/services covered by the invoice to include:
 - a. Contract Line Item Number (CLIN);
 - b. CLIN Price

c. CLIN Quantity

d. Invoice Total Price.

In addition to the current billing period, the invoice shall provide a cumulative total of billings to date.

10. Name and address of contractor official to where questions regarding payment should be referred.

11. If the invoice does not comply with these requirements, the invoice will be returned as an improper invoice within seven (7) days after receipt.

G.3 PAYMENT DUE DATE

a. Payments under this contract will be due as follows:

(1) Contract payments shall be made on the 30th calendar day after receipt of a proper voucher/invoice in the designated billing office. In the event that an audit or other review of a specific voucher/invoice is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) The final invoice payment by the designated payment office shall be the later of the following two events:

(a) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(b) The 30th day after Government acceptance of supplies delivered or service performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

G.4 INTEREST ON OVERDUE PAYMENTS

a. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), requires the payment to contractors of interest on overdue payments and improperly taken discounts, but only when they occur after delivery and acceptance, and if not subject to further contract settlement actions.

b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

G.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The performance of the work required under the resultant contract shall be subject to the technical review of the NHTSA COTR.

- a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant contract. The COTR serves as the technical liaison with the contractor. The COTR is *not* authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions
- b. In the event any technical direction offered by the COTR is interpreted by the contractor to be outside of this contract, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) days after the contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the "Changes" clause, and (2) the contractor's draft revisions to the terms of the contract that it believes are necessary to implement the technical direction.
- c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.
- d. Designation of "Alternate" COTR. In the event that the NHTSA COTR of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA COTR. The Alternate COTR shall have no other responsibility under the Contract than to certify invoices in the absence of the NHTSA COTR.
- e. The official(s) designated below shall be responsible for reviewing and certifying Invoices **ONLY** in the absence of the designated NHTSA COTR.

Name: *** To be announced at time of Contract award**

G.6 TECHNICAL DIRECTION

The performance of the work hereunder shall be subject to the technical direction of the Contracting Officer's Technical Representative (COTR). The COTR's responsibilities shall include, but not be limited to, the following:

- (1) Providing technical administration of the contract,
- (2) Reviewing and approving Preliminary Documents submitted by the Contractor,
- (3) Monitoring Contractor's technical performance during test programs,
- (4) Reviewing and accepting final test reports,
- (5) Recommending payment of invoices after acceptance of final reports.

NOTE: Any questions pertaining to the test procedures or other work requirements must be presented to the COTR for discussion and resolution.

G.7 1252.237-73 KEY PERSONNEL (APR 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR INCREASED QUANTITY

The Government may increase the testing requirements called for herein by the optional quantities shown, in whole or in part, and at the unit prices specified in Section B.4 Price Schedules. The Contracting Officer may exercise the option(s) at any time within the term of the contract by providing written notice to the contractor.

H.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract at anytime during the performance period of the contract provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises an Option Period more than 60 calendar days before the contract expires, then the Government's unilateral modification which affects the extension shall also serve as written notice.
- c. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- d. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) consecutive months.

NOTE: If the decision is made to extend the contract term of the contract, the Contracting Officer will execute a modification to the contract prior to contract expiration. If the Government exercises its Option Period to extend the term of the contract, the clause entitled "Period of Performance" in Section F.2 of the Schedule will be modified accordingly to reflect the new contract expiration date.

H.3 INTERPRETATION OF TEST PROCEDURES

Any conflict in the interpretation of the test procedures prescribed herein must be presented to the COTR for discussion and resolution prior to conducting a test. Failure to agree on a resolution shall be resolved in accordance with the Disputes Clause of the contract.

H.4 CONFIDENTIALITY OF INFORMATION

Neither the Contractor nor any employee thereof shall divulge to any third party any information concerning test procedures used, work performed, results obtained, or any other information in connection with this contract, without the express written permission of the Contracting Officer.

H.5 NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLISHING

The contractor agrees that neither the contractor, nor any subcontractor, shall make public releases of information or any matter pertaining to the resultant contract, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the resultant contract. The provisions of this clause shall be included in all subcontracts at any tier.

H.6 PROPRIETARY RIGHTS IN REPORTS

All proprietary rights, including publication rights, in any report produced by the Contractor in connection with the work provided for hereunder shall vest in the Government. The Contractor shall not publish any of the results of the work provided for hereunder without the express written permission of the Contracting Officer.

H.7 COMPUTER PROGRAMS/DATA BASES/PRINTER LAYOUTS AND LOGIC TABLES (Revised May 1994)

a. General

All computer programs, data files, tables and associated documentation developed under this contract are the property of the Federal Government and shall be delivered by the Contractor, by the due date mutually agreed upon with the COTR, but by no later than the completion date of the contract, in accordance with the following paragraphs. All computer programs and databases developed without Federal funds, and used in performance of this contract remain the property of the Contractor. If any programs or databases are modified, however, and used in performance of this contract, title to the modified portion shall vest in the Government.

b. Computer Programs

For each computer program developed or modified under this contract, the following items and/or information shall be provided:

- (1) A general or “overview” flowchart, which references the main program, and each called subprogram and operation of the system.
- (2) Detailed flowcharts for each section or subroutine of the system. These shall

include reference to labels or addresses actually used in the program.

- (3) A brief narrative description of each flowchart.
- (4) A listing of all program source codes. Sufficient comment to identify important procedures shall be included in the listing.
- (5) The source code itself on tape or disk, as appropriate.
- (6) Running instructions for the computer operator, including an explanation of all possible messages other than those provided by the computer manufacturer.
- (7) Running instructions for the user, including a full description of user "prompting" by the replies to the executive or command module in the case of a user-friendly program.

c. Data Bases

For each data base developed or modified under this contract, the following items and/or information shall be provided:

- (1) A copy of each data base.
- (2) Each data element (field) shall be defined as to format content, length, type of characters or numbers, and what must be present in the full case.
- (3) Each record and its format shall be defined completely, including all control symbols and fields.
- (4) Blocking shall be specified unambiguously.
- (5) Labels, sentinels, headers, tape marks and similar structures shall be specified.
- (6) Density, number of tracks, character codes and special symbols shall be defined.

d. Printer Layouts and Logic Tables

Copies of the forms actually used shall be provided, except that they may be recopied if necessary for clarity.

H.8 SPECIFICATIONS FOR ELECTRONIC FILES

- a. Specifications for Electronic Files - Test Reports: Electronic files containing final test reports required under this contract shall be provided in accordance with the following:

1. Electronic Master File:

- i. An electronic version of the final report in Adobe Acrobat (PDF) format shall be used as the "Master" report final copy. Any hard-copy reports shall be generated from this electronic master file. A copy of the electronic master file shall be provided to NHTSA.

2. System Compatibility:

- i. All electronic files submitted must be compatible with the Personal Computer (PC) systems used by the Office of Vehicle Safety Compliance (OVSC).

- ii. For the base year of this contract the following requirements apply:

(1). Operating System: All submitted electronic files shall be compatible with a PC using the WindowsXP operating system.

(2). Software Application: Adobe Acrobat (PDF) file format shall be used for each electronic master file of each final report. The contractor shall coordinate with the COTR for incorporating approval signatures into the Final Reports. The total file size shall be less than 10 MB for the purpose of emailing. (If the file size is larger, the contractor shall divide the file into multiple files per direction from the COTR).

(3). Storage Medium: All electronically submitted reports shall be submitted as specified in section F3.b. Reports submitted via commercial carrier shall be stored on compact disc (CD).

(4). Image Formats: All images (photographs, charts, graphs, etc.) contained within a test report shall be in a JPEG or TIFF file format.

For any of the option years exercised under this contract, NHTSA reserves the right to change the hardware and software requirements stated above, such that submitted electronic files continue to be compatible with PC systems utilized by the Agency.

- b. Specifications for Electronic Files - Data Tapes: For the purpose of acquiring information for research and development, the contractor shall submit data CDs in the NHTSA EV5 data format as specified in the Version 5 Test Reference Guide, Volume 1: Component Tests (VTRG), which may be downloaded, along with supporting data entry software, Entree for Windows, Version 5, from http://www.nhtsa.gov/portal/site/nhtsa/template.MAXIMIZE/menuitem.8027fe7cfb6e727568d07a30343c44cc/?javax.portlet.tpst=4670b93a0b088a006bc1d6b760008a0c_ws_MX&javax.portlet.prp_4670b93a0b088a006bc1d6b760008a0c_viewID=detail_view&itemId=5cce5a284fe57110VgnVCM1000002fd17898RCRD&overrideViewName=Article

H.9 COMMON SECURITY CONFIGURATIONS

- a. The provider of information technology shall demonstrate that applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista.) For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html.
- b. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default “program files” directory and should be able to silently install and uninstall.
- c. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

H.10 DISCLOSURE OF CONFLICTS OF INTEREST

It is the National Highway Traffic Safety Administration’s (NHTSA) policy not to award contracts to offerors whose objectivity may be impaired because of any related past, present or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- (a) The offeror shall provide a statement in its technical proposal which describes in a concise manner all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which is related to the work under the request. The interest(s) described shall include those of the offeror, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Affected organizations shall include, but are not limited to, the insurance

industry. Key personnel shall include any person owning more than a 20% interest in the offering firm, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

- (b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (1) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- (c) In the absence of any relevant interest identified in (1) above, the offeror shall submit in its technical proposal a statement certifying that to its best knowledge and belief, no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- (d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to NHTSA will be used to determine whether an award to the offeror may create a conflict of interest. If such conflict of interest is found to exist, the Contracting Officer may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- (e) The refusal to provide the disclosure or representation, or any additional information as required may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award, the Contractor discovers a conflict of interest with respect to this contract which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if it is deemed that termination is in the best interest of the Government.

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NOTE: Those clauses marked with a “X” are hereby incorporated by reference.

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
<u>X</u> 52.202-1	Definitions (JUL 2004)
<u>X</u> 52.203-3	Gratuities (APR 1984)
<u>X</u> 52.203-5	Covenant Against Contingent Fees (APR 1984)
<u>X</u> 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
<u>X</u> 52.203-7	Anti-Kickback Procedures (JUL 1995)
<u>X</u> 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
<u>X</u> 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
<u>X</u> 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
<u>X</u> 52.204-4	Printed or Copies Double-Sided on Recycled Paper (AUG 2000)
<u>X</u> 52.204-7	Central Contractor Registration (APR 2008)
<u>X</u> 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
<u>X</u> 52.215-2	Audit and Records—Negotiation (JUN 1999)
<u>X</u> 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)

<u>X</u>	52.215-14	Integrity of Unit Prices (OCT 1997)
<u>X</u>	52.217-6	Option for Increased Quantity (MAR 1989)
<u>X</u>	52.217-8	Option to Extend Services (NOV 1999)
		Fill in: “The Contracting Officer may exercise the option by written notice to the contractor within sixty (60) days of contract completion.”
<u>X</u>	52.219-8	Utilization of Small Business Concerns (MAY 2004)
<u>X</u>	52.219-9	Small Business Subcontracting Plan (APR 2008)
<u>X</u>	52.222-3	Convict Labor (JUN 2003)
<u>X</u>	52.222-21	Prohibition of Segregated Facilities – (FEB 1999)
<u>X</u>	52.222-22	Previous Contracts and Compliance Reports (Feb 1999)
<u>X</u>	52.222-26	Equal Opportunity (MAR 2007)
<u>X</u>	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans, of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
<u>X</u>	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
<u>X</u>	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
<u>X</u>	52.222-38	Compliance with Veterans’ Employment Reporting Requirements (DEC 2001)
<u>X</u>	52.222-50	Combating Trafficking in Persons (AUG 2007)
<u>X</u>	52.223-6	Drug-Free Workplace (MAY 2001)
<u>X</u>	52.223-13	Certification of Toxic Chemical Release Reporting (AUG 2003)
<u>X</u>	52.225-5	Trade Agreements (NOV 2007)
<u>X</u>	52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)

<u>X</u>	52.227-1	Authorization and Consent (DEC 2007)
<u>X</u>	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
<u>X</u>	52.227-14	Rights in Data - General (DEC 2007)
<u>X</u>	52.227-17	Rights in Data - Special Works (DEC 2007)
<u>X</u>	52.229-3	Federal, State, and Local Taxes (APR 2003)
<u>X</u>	52.230-2	Cost Accounting Standards (APR 1998)
<u>X</u>	52.232-1	Payments (APR 1984)
<u>X</u>	52.232-8	Discounts for Prompt Payment (FEB 2002)
<u>X</u>	52.232-9	Limitation on Withholding of Payments (APR 1984)
<u>X</u>	52.232-11	Extras (APR 1984)
<u>X</u>	52.232-17	Interest (JUN 1996)
<u>X</u>	52.232-23	Assignment of Claims (JAN 1986)
<u>X</u>	52.232-25	Prompt Payment (OCT 2003)
<u>X</u>	52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
<u>X</u>	52.232-38	Submission of Electronic Funds Transfer Information with Offer (MAY 1999)
<u>X</u>	52.233-1	Disputes (JULY 2002) <u>X</u> Alternate I (DEC 1991)
<u>X</u>	52.233-3	Protest After Award (AUG 1996) <u>X</u> Alternate I (JUN 1985)

<u>X</u>	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
<u>X</u>	52.237-3	Continuity of Services (JAN 1991)
<u>X</u>	52.242-13	Bankruptcy (JUL 1995)
<u>X</u>	52.243-1	Changes - Fixed Price (AUG 1987) <u>X</u> Alternate II (APR 1984)
<u>X</u>	52.245-1	Property Records (APR 1984)
<u>X</u>	52.245-2	Government Property Installation Operation Services (JUNE 2007)
<u>X</u>	52.246-23	Limitation of Liability (FEB 1997)
<u>X</u>	52.246-25	Limitation of Liability--Services (FEB 1997)
<u>X</u>	52.248-1	Value Engineering (FEB 2000)
<u>X</u>	52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
<u>X</u>	52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
<u>X</u>	52.249-14	Excusable delays (APR 1984)
<u>X</u>	52.252-6	Authorized Deviations in Clauses (APR 1984)

**I.2 DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED
BY REFERENCE.**

This contract incorporates the following Transportation Acquisition Regulation clauses by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

X 1252.242-71 Contractor Testimony (OCT 1994)

X 1252.242-72 Dissemination of Contract Information (OCT 1994)

**I.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED
IN FULL TEXT**

This Solicitation and resultant Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

I.3.1 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

The contract is subject to the written approval of the Director, Office of Acquisition Management, National Highway Traffic Safety Administration, and shall not be binding until so approved.

(End of clause)

I.3.2 52.216.18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **TBD at contract award**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.3.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after expiration date of the contract.

(End of clause)

I.3.4 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except -

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the

solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for -

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$64,786 or more; or
- (4) Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$193,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture of importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized official.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor used forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

I.4. DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED
IN FULL TEXT

This Solicitation and resultant Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

I.4.1 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

- Attachment 1: Electronic Stability Control Confirmation Test**
- Attachment 2: Forward Warning System Confirmation Test**
- Attachment 3: Lane Departure Warning Confirmation Test**

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFERORS
(Negotiation Procedures)

1. FAR 52.204-8 Annual Representations and Certifications (JAN 2006)
2. FAR 52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)
3. Type of Business
4. Authorized Negotiators
5. Technical Data Certification
6. Representation of Compliance with the Electronic and Information Technology Accessibility Standards.
7. Other Communications
8. Certification of Certifications and Representations

**SECTION K - REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

1. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **541380**.

(2) The small business size standard is \$11 Million *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**2. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION.
(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [*Name and Address of Cognizant ACO or Federal Official Where Filed:*]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed: ☐

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box

below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this

proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

(End of provision)

3. TYPE OF BUSINESS

Check the appropriate selection(s) from the following:

- | | |
|---|---|
| <input type="checkbox"/> Small Disadvantaged Business | <input type="checkbox"/> Other Non-Profit Organization |
| <input type="checkbox"/> Other Small Business | <input type="checkbox"/> State/Local Govt - Education |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> State/Local Govt - Hospital |
| <input type="checkbox"/> JWOD | <input type="checkbox"/> Other State/Local Government |
| <input type="checkbox"/> Nonprofit Educational Org. | <input type="checkbox"/> Foreign Contractor |
| <input type="checkbox"/> Nonprofit Hospital | <input type="checkbox"/> Domestic Contractor Performing |
| <input type="checkbox"/> Women-Owned Business | <input type="checkbox"/> Outside US |
| <input type="checkbox"/> Historically Black College/Univ. | <input type="checkbox"/> Veteran-Owned Small Business |
| <input type="checkbox"/> Minority Institution | <input type="checkbox"/> Concern |
| | <input type="checkbox"/> Service Disabled Veteran-Owned |
| | <input type="checkbox"/> Small Business Concern |

4. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Name	Title	Telephone #
_____	_____	_____
_____	_____	_____

5. TECHNICAL DATA CERTIFICATION

The offeror certifies that it has not delivered or is not obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

☐ None

☐ Contract No. (and Subcontract No., if applicable):

Agency Name and Place of Delivery:

6. REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS *(Applicable to contracts which furnish Electronic and Information Technology (EIT) products and services).*

- (a). Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.
- (b). The offeror represents by fully completing the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.
- (c). The offeror further represents that all EIT products and services represented in the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

6. NOTIFICATION OF DEFECTIVE INVOICES

Each Contractor receiving an award will be requested to identify a person or office to be Contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name _____
 Title _____
 Address _____
 City & State _____ Zip Code _____
 Telephone No.: _____ Fax No. _____

7. OTHER COMMUNICATIONS

To facilitate other communications, please provide your organizational FAX number(s):

8. CERTIFICATION OF REPRESENTATIONS AND CERTIFICATIONS

By signing below, the offeror certifies that the representations and certifications are accurate, current and complete. The offeror further certifies that it will notify the Contracting Officer of any changes affecting these representations and certifications.

Solicitation Number _____

DUNS NUMBER: _____

Organization Name and Address _____

Typed Name _____

Signature _____ Date

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

INDEX

L.1	FAR 52.252-1	Solicitation Provisions Incorporated by Reference (FEB 1998)
L.2	FAR 52.204-6	Data Universal Numbering System (DUNS Number) (OCT 2003))
L.3	FAR 52.216-1	Type of Contract (APR 1984)
L.4	FAR 52.215-16	Facilities Capital Cost of Money (OCT 1997)
L.5	FAR 52.232-38	Submission of Electronic Funds Transfer Information With Offer (MAY 1999)
L.6	FAR 52.233-2	Service of Protest (AUG 1996)
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Section L - Supplement 1 - Business Management Information Sheets

NOTE: THE SUPPLEMENTS SHOWN ARE ENCLOSED FOLLOWING SECTION M.

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acqnet.gov/far/>

NOTE: Provisions incorporated by reference are indicated by an "X".

X 52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2004)
Alternate I __ (OCT 1997)
Alternate II __ (OCT 1997)

**L.2 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(a) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or

(ii) If located outside the United States, by contacting the local DUN and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity Firm Fixed Price Contract from this solicitation.

L.4 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

- a. Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(b) are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.
- b. If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.5 FAR 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

L.6 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

*Ross Jeffries
Director, Office of Acquisition Management
National Highway Traffic Safety Administration
Office of Acquisition Management
1200 New Jersey Avenue S. E., Room, W51-306
Washington, D.C. 20590.*

b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 DEMONSTRATION TEST

The Government may require the Offeror to conduct a demonstration test at the Offeror's expense using the same facility, techniques and personnel the contractor proposes to use in the performance of the contract. **A DEMONSTRATION TEST SHALL BE CONDUCTED WITHIN TEN (10) DAYS OF THE CONTRACTING OFFICER'S DIRECTION TO PROCEED WITH THE TEST.**

NOTE: SHOULD A DEMONSTRATION TEST BECOME NECESSARY, THE OFFEROR SHALL BE RESPONSIBLE FOR ALL EQUIPMENT NECESSARY TO PERFORM THE TEST, INCLUDING BUT NOT LIMITED TO PROVIDING CALIBRATIONS, INSTRUMENTATION AND THE VEHICLES (NEW OR USED).

L.8 GENERAL INFORMATION

a. Small Business Set-Aside

- (1) This requirement ☐ is ☒ is not a 100 percent small business set-aside.
- (2) For the purpose of this solicitation, the small business size standard is \$11 million dollars.
- (3) The North American Industrial Code System (NAICS) is 541380.

b. Pre-proposal Conference

- ☒ A pre-proposal conference is not contemplated.
- ☐ A pre-proposal conference will be held as indicated below:

Time:

Date:

Place:

c. **Government Staffing Estimate**

The Government's estimate of **scientific and technical staffing** for this project is approximately N/A hours. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans.

d. **Pre-Award Survey**

The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, managerial, financial, and similar abilities to perform the work described in this solicitation prior to the award of a contract. The contractor shall have all necessary facilities to conduct the testing in place at time of proposal.

e. **Award Notice/Incurrence of Cost**

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made. The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

f. **Submission and receipt of proposals**

The offeror assumes full responsibility for ensuring that the offer or proposal package is received at the designated place (Department of Transportation, National Highway Traffic Safety Administration, Office of Acquisition Management, 1200 New Jersey Avenue S. E., W51-115 Washington, D.C. 20590.) by the designated time. Offerors that provide hand-carried proposals or proposals sent by courier are informed that the building is a secure building and all packages and personnel must follow security procedures prior to admittance of personnel or delivery of packages to internal offices within the building. Offeror must allow sufficient time to permit a timely submission.

L.9 SPECIAL NOTICES

1. Questions concerning this Solicitation shall be in writing to Chelly Johnson - Jones, Contract Specialist, by no later than 2:00pm, Tuesday, June 2, 2008. Any and all such questions must be in writing and submitted electronically, via e-mail, to Chelly Johnson -Jones at the following address: chelly.johnson-jones@dot.gov. No telephone requests, please. Questions and answers will be available on website www.fedbizopps.gov under the Solicitation Number DTNH22-08-R-00106, entitled: "Questions and Answers", by no later than 4:00pm, Monday, June 9, 2008.
2. Offerors shall acknowledge receipt of amendments, if any, to the Solicitation. Accordingly, offerors should pay attention to Block 14, Acknowledgement of Amendments, of Standard Form 33, Offer and Award, for guidance in complying with this requirement.

L.10 PROPOSAL SUBMISSIONS

All proposals (offers) shall be submitted in the quantities shown below:

- a. **Standard Form 33** - 1 copy unbound; with original signature must be completed and submitted as a part of your proposal. Submit only one copy.
- b. **Technical Proposal** - 5 copies on CD ROM - NOTE: The Technical Proposal shall be separated from the Business Management Proposal; **no cost information shall be included or referenced in the Technical Proposal**. The Technical Proposal shall be submitted in PDF, Microsoft Word, Microsoft Excel, or a combination of these formats on compact discs (CD).
- c. **Business Management Proposal** - 5 copies on CD ROM of the Price Schedules, (Sections B.3 through B.5), Business Management Information (Section L Supplement 1), and Price Evaluation Sheets (Section M.5 – For Evaluation Only). These shall be submitted in PDF, Microsoft Word, Microsoft Excel, or a combination of these formats on compact discs (CD); however, Price Schedules must be submitted in Excel Format.
- d. Waiver of Price Evaluation Adjustments/Preferences – If, in Section K, (FAR provision 52.219-1), the offeror has represented itself as a Small Disadvantaged Business Concern and/or a HUBZone Small Business Concern or a joint venture that complies with the requirements of 13 CFR part 126 and the offeror elects to waive either, or both evaluation adjustments provided by this RFP's Paragraph I.3.2 (far 52.219-4) and I.3.3. (FAR 52.219-23), the offeror must indicate so in its Business Management Proposal.
- e. The offeror must submit the following documents in hardcopy format: One originally-signed copy of the Standard Form 33; One completed copy (with original signature) of this solicitation's Section K "Representations, Certifications, and other statements of offerors.
- f. All documents must be received at the address identified on this RFP's SF-33 block 7 and 8 by the time and date prescribed. The Offeror is solely responsible for the timely submission of the proposal materials discussed in this RFP.

L.11 TECHNICAL PROPOSAL INSTRUCTIONS

Offerors shall identify the **authors** of their proposals and **specify** those sections for which the writers had major responsibility. The technical proposal shall consist of the following major sections: (i.) Table of Contents, (ii) Adequacy of Laboratory Facilities and Equipment; (iii) Contractor Experience and Past Performance; (iv) Contractor Personnel; (v) Testing Scheduling; (vi) Comprehension of Vehicle Testing Objectives (vii) QA/QC Plan..

i. TABLE OF CONTENTS

The Table of Contents shall provide the reader a means to easily identify major points of discussion. Further, the offeror shall not deviate from any major headings indicated in this section. The evaluators will only use the information supplied under each heading to evaluate that factor. Some exceptions will be allowed for referenced material found in properly identified appendices, figures, charts, photographs or schematics.

ii. ADEQUACY OF LABORATORY FACILITIES AND EQUIPMENT (See M.2.1)

Basic and minimally required test facilities, which must be available at time of proposal submission, include test track, skid trailer to test pavement surfaces, steering controllers, Global positioning system (GPS) device, vehicle dynamic sensing systems, test data acquisition and processing system, and photographic cameras. All required facilities, including vehicle preparation, instrumentation calibration, etc., shall be located close by. No subcontracts are allowed to perform the work. Description of the facilities shall include how long the facilities have been in operation, frequency and method of maintenance, impact speed control mechanism (e.g., manual or automatic) and the level/accuracy of the control. Methods and capability of Instrumentation calibration (e.g., power level and highest frequency of the shake table used for calibrating accelerometers, etc).

The offeror must include the following:

Information on Facilities:

- a. Photographs of the test track and test pad area to include any documentation showing measurement and condition of the test track and pad area.
- b. Photographs (including measurements) of controlled area where test vehicle will be housed during pretest setup and storage.
- c. Photographs of the data acquisition system and equipment storage and calibration area.
- d. A description of test site modification (if necessary) to perform the required tests.
- e. Documentation of the coefficient of friction of the test facility
- f. An analysis of the weekly average maximum and minimum temperatures, the weekly average rain and snow at or near the test facility.

Information on Equipment:

- a. Listing of all equipment available to perform the tests. Also any equipment that has to be fabricated, purchased or rented.
- b. Description of the skid trailer.

- c. Data acquisition system to include description of the method used to collect, analyze and display data. Also include method used to calibrate equipment.
- d. Camera equipment includes lens, speed, etc.
- e. Description of measuring devices to weigh vehicles (as delivered, fully loaded, and as tested).

iii. CONTRACTOR EXPERIENCE AND PAST PERFORMANCE (See M.2.2.)

- a. The offeror shall show evidence of experience in the following areas:
- b. Experience in vehicle surface calibration testing.
- c. Experience in preparing test vehicles.
- d. Experience in conducting light vehicle (less than 10,000 pounds GVWR) dynamic tests
- e. Experience in acquisition, reduction, and processing of test data
- f. Experience in vehicle test photography and lighting
- g. Experience in final test report preparation

As part of the proposal, the offeror shall submit the following for evaluation of past performance:

- 1. A description of test programs (within the last 3 years) similar to work outlined in the Statement of Work. Include the name, address and telephone of the customer contact for the above testing.
- 2. A copy of the report written for the latest test performed.

iv. CONTRACTOR PERSONNEL (See M.2.3.)

The organizational and management structure and key personnel responsible for the conduct of the testing program must be provided. Key personnel assignments, e.g., program manager, project engineer/manager, instrumentation and data processing engineers and technicians need to be identified, with detail. Include the following information:

- a. Education and test experience of personnel assigned to the vehicle test program.
- b. Project manager and project engineer to be assigned and who are singularly responsible for the conduct of the vehicle test program.
- c. Evidence of good organization and management practices.

- d. Organization chart of firm and number of employees.
- e. The number of personnel assigned to the program in the following areas:
 - (1) Test vehicle inspection and preparations.
 - (2) Test equipment maintenance and calibration
 - (3) Test data acquisition, reduction, and processing.
 - (4) Photographic
 - (5) Dynamic Vehicle Testing
 - (6) Final test report preparation

v. **TESTING SCHEDULING (See M.2.4.)**

As part of the proposal, the offerors shall submit evidence showing availability and capability of the offeror to satisfy the stringent test scheduling needs. The offeror shall submit the following:

- a. A description of its ability to accomplish the workload of this contract and meet the scheduling requirements defined in Section F.
- b. As part of the proposal the offer shall submit for the last three testing programs: a list of the required start and completion dates compared to the actual start and completion dates. Documents showing the actual schedule requirements, test type, customer contacts, addresses and telephone numbers.
- c. A description of past scheduling problems and how they were remedied. Include the causes for the problems and actions taken to prevent them from reoccurring in the future.

vi. **COMPREHENSION OF VEHICLE TESTING OBJECTIVES (See M.2.5.)**

Full scale vehicle testing is a complex event. Conducting these tests properly, requires the expertise and support of various engineering disciplines, including mechanical, electrical and electronic, and with the support of proper instrumentation. The offeror must have a clear idea of what is involved and the ability to understand each individual element that forms a total test. The proposals submitted must clearly demonstrate the following:

- a. Understanding of test equipment setup objectives.
- b. Understanding of the purpose behind tests
- c. Understanding of vehicle test methodology.
- d. Understanding of the technical objectives.

vii. **QA/QC PLAN (see M.2.6)**

As part of the proposal the offeror shall submit a detailed quality assurance and quality control would be applied to the (QA/QC) **program plan** reflecting the firm's involvement in maintaining quality in general and as specific areas above.

- a. A QA/QC **program plan** is a qualitative description of the offeror's capability and commitment to conduct available quality assured testing program throughout all areas of the offeror's work. The QA/QC **program plan** reflects the entire organization's involvement in maintaining quality control and reliability during testing as well as maintaining accuracy and promptness of deliverables.
- b. The offeror shall also submit, as a separate document a detailed QA/QC **project plan** which defines the data quality objective, identifies the critical measurements to be performed, and outlines, in detail, the various QA/QC activities to be conducted for the required tests. A QA/QC **project plan** is a test specific plan to assure that each task related to the test is correctly executed according to the test procedure and deliverables are on time, properly edited and error free. The evaluators will use this project plan to measure the offeror's general understanding of the testing requirements under this contract. Please provide:
 1. A written QA/QC **program plan** in effect for the last 3 years, with documentation of how it has been implemented and how it has corrected and/or avoided problems with the quality of test data. List any QA/QC training courses taken by personnel.
 2. A written QA/QC **project plan** for tests required under this contract. Include check sheets and data sheets, and describe any QA/QC review process which applies to these sheets.
 3. Identify key individual(s) designated as QA/QC manager(s) or person(s) responsible for enforcing the implementation of the QA/QC **program** and **project** plan. Briefly describe his/her position, background, experience and function in the organization.

L.12 BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS

a. Contract Pricing Proposal

Offerors are instructed to prepare their price proposals in sufficient detail to permit thorough and complete evaluation by the Government. If other divisions, subsidiaries, parent or affiliated companies are proposed to perform work or furnish materials, provide the name and location of such affiliates and your intercompany pricing policy.

Complete and attach Section B, Price Schedules with pricing information. Further, pricing data for evaluation purposes shall be provided by completing the Price Evaluation Worksheets contained in Section M.7.

b. Business Management Information

1. Offerors are instructed to complete the Business Management Information sheets as contained in Section L supplement, and provide sufficient detail to allow a full and complete business evaluation.
2. Provide a list of any contract, regardless of dollar value that was terminated for the convenience of the Government within the past three years or any contract, regardless of dollar value, that was terminated for default within the past five years. Identify the agency, the contract number, and a point of contact (including telephone number). Briefly explain the circumstances in each instance.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION, NEGOTIATIONS AND AWARD PROCESS

A. The evaluation process designed for this procurement will be of a two-phased nature.

PHASE ONE

Technical Acceptability- The offeror's technical proposal will be evaluated for technical merit according to the criteria set forth in M.2, EVALUATION FACTORS.

PHASE TWO

Evaluation of Cost Proposals – The Government will evaluate the offeror's proposed price for relative reasonableness by means of price analysis, as prescribed in FAR 15.404-1 (b)(1), Price Analysis, and FAR 15.403-1(c)(1), Adequate Price Competition. The offeror's proposed price and/or costs will be considered. The review of the offeror's prices will be made independently of the technical review. Prices of **technically unacceptable** proposals will **not** be evaluated.

- B. Negotiations may be conducted with those offerors whose technically acceptable technical proposals, combined with their price proposals, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by the Government. **HOWEVER, OFFERORS ARE CAUTIONED TO SUBMIT PROPOSALS ON THE MOST FAVORABLE BASIS SINCE THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION, IN ACCORDANCE WITH FAR 52.215-1, INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION.**
- C. The Evaluation Factors set forth in M.2 will be used in evaluating **technical proposals**. Further guidance on requirements and criteria is provided in Section L - Instructions, Conditions and Notices to Offerors. Technical considerations are primary. Price will not be accorded any specific numerical rating. If there are no significant technical proposal differences, price may be the determining factor for source selection. An offeror whose price is high(er) may be accepted if technical considerations make the offer most advantageous to the Government.
- D. Any contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. Evaluation and selection for award under this procurement will be in accordance with FAR 15.3, Source Selection.

M.2 EVALUATION FACTORS:

Proposals will be evaluated and the prospective Contractor will be selected based principally on the following criteria listed in order of descending importance using the following weight system:

Section	Factors	Weight %
M.2.1	Facilities and Equipment	25
M.2.2	Contractor Past Performance and Experience	25
M.2.3	Personnel and Qualifications	20
M.2.4	Test Scheduling	10
M.2.5	Understanding Vehicle Testing Objectives	10
M.2.6	QA/QC Plan	10

M.2.1. ADEQUACY OF LABORATORY FACILITIES AND EQUIPMENT (25%): (See L.10.ii)

A higher rated proposal is one that demonstrates that the facilities are: 1) functional at the proposed start of dynamic testing, 2) the environment has the ability to conduct testing for each month during the calendar year, and 3) the facility shall include the following Testing apparatus:

- a. Steering Controller(s)
- b. Skid Trailer
- c. GPS Vehicle tracking system
- d. Vehicle outriggers
- e. Photographic capabilities
- f. Test data acquisition, reduction, and processing equipment

M.2.2. CONTRACTOR PAST PERFORMANCE AND EXPERIENCE (25%) (See L.10.iii)

A higher rated proposal is one that clearly demonstrates the contractor's experience in the following areas:

- a. Vehicle set-up and instrumentation
- b. Conducting non-destructive dynamic vehicle tests
- c. Acquisition, reduction, and processing of test data
- d. Vehicle test photography
- e. Final test report preparation

M.2.3. CONTRACTOR PERSONNEL AND QUALIFICATIONS (20%) (See L.10.iv)

A higher rated proposal is one that clearly demonstrates the experience of the contractor's personnel in relation to dynamic testing. Contractor personnel supporting this contract shall have the following: a) Education and non-destructive dynamic test experience of personnel assigned to the vehicle test programs, b) Project manager and project engineer must be assigned who are singularly responsible for the conduct of the test programs; and c) Evidence of good organization and management practiced. The number of personnel assigned to the program in the following areas:

- (1) Testing vehicle inspection and preparation
- (2) Vehicle driving during dynamic non-destructive vehicle maneuver testing.
- (3) Test data acquisition, reduction, and processing
- (4) Photography, both still and motion
- (5) Vehicles dynamic maneuver testing
- (6) Final test report preparation

M.2.4. TEST SCHEDULING (15%): (See L.10.v)

A higher rated proposal is one that clearly demonstrates guaranteed availability to meet testing schedule in the following areas: (1) Vehicle equipment, including steering controllers, outriggers; (2) Vehicle test facility (3) Test instrumentation (4) Photographic equipment; (5) Personnel; in addition, the contractor must have the capability of meeting scheduling requirements in laboratory procedures and should provide evidence to support this capability, (i.e sample milestone charts)

M.2.5. COMPREHENSION OF VEHICLE TESTING OBJECTIVES (10%) (See L.10.vi)

A higher rated proposal is one that clearly demonstrates an understanding of vehicle objectives to include:

- a. Understanding of purpose behind NCAP testing.
- b. Understanding of vehicle dynamic performance testing, including Electronic Stability Control, Lane Departure Warning, and Forward Crash Warning.

M.2.6. QA/QC Plan (10%) (See L.10.vii)

A higher rated proposal is one that clearly provides the following information:

1. A written QA/QC **program plan** in effect for the last 3 years, with documentation of how it has been implemented and how it has corrected and/or avoided problems with the quality of test data. List any QA/QC training courses taken by personnel.
2. A written QA/QC **project plan** for tests required under this contract. Include check sheets and data sheets, and describe any QA/QC review process which applies to these sheets.

3. Identify key individual(s) designated as QA/QC manager(s) or person(s) responsible for enforcing the implementation of the QA/QC **program** and **project** plan. Briefly describe his/her position, background, experience and function in the organization.

M.3 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

M.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the offers for award purposes by adding the total price for all options (except flammability testing) to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

Complete the following price schedules which will be used for price evaluation. All Offerors shall calculate the extended price by multiplying the fixed unit price times the estimated quantity. The extended prices shall be added to arrive at the total evaluated price. Offerors shall submit these pages with their proposal.

M.5 BASIS FOR AWARD

The Government will make awards to the multiple offerors whose offers conform to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. The Government will consider other factors, to include the small business and small disadvantaged business subcontracting plan, secondary to both technical quality and cost or price.

M.6 EVALUATED PRICE CALCULATION

For the purpose of evaluating the estimated total price proposed by each offeror, offerors shall complete the worksheets in Sections M.7.1 through M.7.5 and shall include the worksheets in the cost proposal. The total price for the base year and all options will be added for the purpose of evaluating each offeror for award. Evaluation of the option years will not obligate the Government to exercise the options.

M.7 FOR EVALUATION PURPOSES ONLY**M.7.1 BASE YEAR**

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
0001	Lane Departure Warning Confirmation Test	1		
		17		
		40		
		50		
0002	Forward Crash Warning System Confirmation Test	1		
		17		
		40		
		50		
0003	Electronic Stability Control Confirmation Test	1		
		17		
		40		
		50		
0004	Vehicle Lease or Rent (Service Charge per vehicle)			
0005	Lease or Rental Cost of Vehicle	NA	NA	NA

Total Evaluated Price for Base Year

\$_____

M.7.2 OPTION PERIOD 1 – YEAR 1

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
1001	Lane Departure Warning Confirmation Test	1		
		17		
		40		
		50		
1003	Electronic Stability Control Confirmation Test	1		
		17		
		40		
		50		
1004	Vehicle Lease or Rent (Service Charge per vehicle)*			
1005	Lease or Rental Cost of Vehicle**	NA1	NA	NA

Total Evaluated Price for Option Period 1 – Year 1

\$_____

M.7.3 OPTION PERIOD 1 – YEAR 2

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
2001	Lane Departure Warning Confirmation Test	1		
		17		
		40		
		50		
2002	Forward Crash Warning System Confirmation Test	1		
		17		
		40		
		50		
2003	Electronic Stability Control Confirmation Test	1		
		17		
		40		
		50		
2004	Vehicle Lease or Rent (Service Charge per vehicle)*			
2005	Lease or Rental Cost of Vehicle**	NA	NA	NA

Total Evaluated Price for Option Period 1 – Year 2

\$_____

M.7.4 OPTION PERIOD 2 – YEAR 1

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
3001	Lane Departure Warning Confirmation Test	1		
		17		
		40		
		50		
3002	Forward Crash Warning System Confirmation Test	1		
		17		
		40		
		50		
3003	Electronic Stability Control Confirmation Test	1		
		17		
		40		
		50		
3004	Vehicle Lease or Rent (Service Charge per vehicle)*			
3005	Lease or Rental Cost of Vehicle**	NA	NA	NA

Total Evaluated Price for Option Period 2 – Year 1

\$_____

M.7.5 OPTION PERIOD 2 – YEAR 2

Contract Line Items (CLINs)	Test Item	QTY	Fixed Unit Price	Total Extended Price (\$)
4001	Lane Departure Warning Confirmation Test	1		
		17		
		40		
		50		
4002	Forward Crash Warning System Confirmation Test	1		
		17		
		40		
		50		
4003	Electronic Stability Control Confirmation Test	1		
		17		
		40		
		50		
4004	Vehicle Lease or Rent (Service Charge per vehicle)*			
4005	Lease or Rental Cost of Vehicle**	NA	NA	NA

Note: The Contractor will be reimbursed for all vehicles purchased under this contract by the Government.

Total Evaluated Price for Option Period 2 – Year 2 \$_____

TOTAL PRICE - BASE YEAR	\$_____
TOTAL PRICE – OPTION PERIOD 1 – YEAR 1	\$_____
TOTAL PRICE – OPTION PERIOD 1 – YEAR 2	\$_____
TOTAL PRICE – OPTION PERIOD 2 – YEAR 1	\$_____
TOTAL PRICE – OPTION PERIOD 2 – YEAR 2	\$_____
GRAND TOTAL	\$_____

SECTION L - Supplement 1

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BUSINESS MANAGEMENT INFORMATION

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete **business evaluation**. If any of the following questions are not applicable or there is no answer, place AN/A@ after the question.

- (1) What is your fiscal year period? (Give month to month dates.)
- (2) Attach a current organization chart of the company.
- (3) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes _____

No

If yes, give name, address, and telephone number of the Government agency:

- (4) If the answer to (3) is NO:

Submit data supporting the proposed rates, including a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed, and

Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your business management proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

- (5) If answer to (3) is NO, what was your work distribution for the last two completed fiscal accounting periods?

	<u>FY 06</u>	<u>FY 07</u>
Government cost reimbursement type	\$_____	\$_____
Prime contracts and subcontracts:		
Government fixed price prime	\$_____	\$_____
Contracts and subcontracts:		
Commercial Sales:	\$_____	\$_____
Total Sales:	\$_____	\$_____

- (6) Has your system of control of Government property been approved by a Government agency?
- Yes _____ No

If yes, give name, location, and telephone number of the Government agency:

SECTION L - Supplement 2

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(7) Does your firm have an established written incentive compensation or bonus plan?
Yes _____ No

(8) Has your cost estimating system been approved by any Government agency?
Yes _____ No

If yes, give name, location, and telephone number of the Government agency:

(9) Has your cost accumulation system been approved by a Government agency?
Yes _____ No

If yes, give name, location, and telephone number of the Government agency:

(10) If the answer to No. 8 and/or 9 is NO, describe your accounting system of estimating and accumulating costs under Government contracts. (Check appropriate blocks).

	<u>Estimated Actual Cost</u>	<u>Standard Cost</u>
Estimating System		
Job Order	<input type="checkbox"/>	<input type="checkbox"/>
Process	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>
Accumulating System		
Job Order	<input type="checkbox"/>	<input type="checkbox"/>
Process	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>

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(11) List any Government-furnished property proposed for use in this effort:

Description

Location

If this property is accountable to another Government agency's contract, provide the contract number, Government agency name, and the Contracting Officer's name, address and telephone number:

(12) List any contract that was terminated for the convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstance in each instance. (Provide attachment, if necessary.)

The offeror must submit the following documents in hardcopy format: One originally-signed copy of the Standard Form 33; One completed copy (with original signature) of this solicitation's Section K "Representations, Certifications, and other statements of offerors.

All documents must be received at the address identified on this RFP's SF-33 block 7 and 8 by the time and date prescribed. The Offeror is solely responsible for the timely submission of the proposal materials discussed in this RFP.